

# **2015-2017 AGREEMENT**

**BETWEEN**

**THE JUDICIAL BRANCH OF IOWA**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES**

**IOWA COUNCIL 61**

**AFL-CIO**



**COLLECTIVE BARGAINING AGREEMENT**

**Effective July 1, 2015 to June 30, 2017**

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## **ARTICLE I AGREEMENT**

This Agreement made and entered into this 1<sup>st</sup> day of July 2015, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the State Court Administrator (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees, Iowa Council 61, AFL-CIO, and its appropriate affiliated locals, as representatives of employees employed by the State Court Administrator of Iowa (as set forth specifically in the Appendix A) hereinafter referred to as the Union.

## **ARTICLE II RECOGNITION AND UNION SECURITY**

### **Section 1     Bargaining Units**

The bargaining units for the purpose of this Agreement consist of all eligible Employees of the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Judicial Districts of the State of Iowa, as described in the P.E.R.B. decision order numbers 4859, 4798, 4802, 3082, 3084, 3111, and 4849 as set forth in Appendix A. The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

Employees excluded from the Judicial District Court Employees bargaining units are all employees of the Judicial Branch of Iowa who are managerial, supervisory, or confidential, and part-time employees who are scheduled for less than seven hundred eighty (780) hours per fiscal year and who are scheduled for less than an average of fifteen (15) hours per week, and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

Employees who are scheduled for an average of less than twenty (20) hours per week, but more than fifteen (15) hours per week will not be entitled to sick leave, holiday, vacation, and insurance benefits. However, if beginning on July 1, 2015, a permanent part-time employee described in the preceding sentence is currently receiving any sick leave or vacation, such leave will continue. Permanent part-time employees who are scheduled for an average of twenty (20) hours per week or more will receive prorated sick leave, holiday, vacation and insurance benefits. In order to comply with pay equity, all employees at their date of hire shall be paid in accordance with collectively bargained pay schedules.

The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union shall request a meeting within twenty (20) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If the

parties meet to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions or deletions to the Iowa Public Employment Relations Board for final resolution.

## **Section 2     Dues Deduction**

- A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union, and fees for Union insurance programs.
- B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- C. Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the second or last year of each

contract or within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

- D. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section and the provision of the social security numbers of dues payers. The parties agree to meet and develop a new tracking mechanism to replace the social security number.
- E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.
- F. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions, including all information presently provided by each department and agency. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with the information in an electronic format agreeable to both parties, which shows the bargaining unit employee's

name, home address, payroll number and any other information mutually agreed to each time the 10-digit payroll header file is changed, but no less than annually, the Employer shall provide the Union with a list showing the job location codes and code key. The Judicial Branch will work with the Executive Branch to create a “unique identifier” for each employee listed on the payroll tapes.

- G. Local unions within AFSCME may independently adjust their dues structures to meet local needs. The local unions will provide written notice to Council 61 regarding any dues deduction changes. The Employer will effectuate one change per local per fiscal year at no cost to the Union within sixty (60) calendar days after receipt of notice of such change from AFSCME/Iowa Council 61. However, such notice may be given only from December 1 through January 31, or June 1 through July 31. A second change requested by a local in a fiscal year or a change requested at a time other than the periods stated above will be implemented within sixty (60) calendar days from the Employer's receipt of such request, but the Local Union will be charged for programming costs. Such change will not be implemented during the months of December, January or July.
- H. The Employer will arrange for bargaining unit employees to be able to make contributions to the



Union's political action committee through payroll deduction.

### **Section 3      Bulletin Boards**

The Union shall be allowed to utilize one-half ( $\frac{1}{2}$ ) of the space on existing bulletin boards customarily used for the posting of information to the employees in the Unit. It is understood that there shall be no pyramiding by the Union and that no more than one-half ( $\frac{1}{2}$ ) of any existing bulletin boards shall be used by the Union regardless of the number of bargaining units represented.

The Employer will provide an electronic bulletin board area on its existing electronic communication systems where the Union may post information for bargaining unit employees.

No political campaign literature or material detrimental to the Employer or the Union shall be posted. The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

### **Section 4      Union Leave**

A. Elected constitutional officers of the Union and/or its affiliated locals shall, upon written request of the

Union and/or its affiliated locals, be granted a leave of absence without pay for the term of office, not to exceed two (2) years. Appointed officials of the Union and/or its affiliated locals shall, upon written request of the Union and/or its affiliated locals, be granted a leave of absence without pay for the term of office, not to exceed two (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. The Employer agrees to provide the Union an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does in fact exist may be appealed directly to arbitration pursuant to Article IV of this Agreement. Notwithstanding the above, elected or appointed officials of the Union and/or its affiliated locals may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

These same elected officers shall be released for monthly local meetings and quarterly Council 61 meetings under the same rules as above. The employee will provide his/her supervisor with ten (10) calendar day's written notice for these meetings. A Union officer's leave supersedes any other scheduled leave of bargaining unit members.

Any special meeting requiring less than ten (10) calendar days notice must be arranged through the

State Court Administrator or his/her designee. Requests for union leave with less than ten (10) calendar days advance notice shall be limited to ten (10) days per employee per year.

Upon the request of the President of AFSCME/Iowa Council 61 to the State Court Administrator or his/her designee, Union officials shall be granted a union leave to conduct union business. Such leaves shall be limited to a statewide grand total of 1000 hours per fiscal year. No more than 400 of these hours may be used in any one judicial district and no more than 240 of these hours may be used by any individual. Time spent processing grievances as provided in Article IV, attending union conventions and conferences as provided in Article II, Section 5, attending regular local union meetings and attending special union meetings as set forth above, attending labor management meetings, attending the health benefits review committee and attending bi-annual negotiations will not count toward the total of 1000 hours.

- B. At the Union's written request, during periods of leave of thirty (30) calendar days or less, the Employer will continue to pay the employee's wages so that the employee's retirement contributions will be uninterrupted. The Employer shall receive reimbursement from the Union within fifteen (15) calendar days following paycheck issuance for such

gross wages, including the Employer's share of retirement and Federal payroll taxes, paid during such periods of union leave without pay. Failure to reimburse the Employer in accordance with this provision will nullify this subsection in its entirety for the period remaining in the term of this Agreement.

## **Section 5     Union Conventions/Conferences**

Duly elected Union delegates or alternates to the annual conventions of the AFSCME Iowa Public Employees Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off, without pay, not to exceed a total of ten (10) work days annually to attend said conventions.

Duly elected Union delegates or alternates to the biennial conventions of the AFSCME International, AFL-CIO shall be granted time off, without pay, not to exceed a total of ten (10) work days, to attend said convention.

Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed ten (10) work days annually to attend said conferences.

Time off taken pursuant to this Section may be charged to vacation credits, earned compensatory time, or leave of

absence without pay as the individual employee may designate.

The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending such functions whenever possible.

## **Section 6     Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on state time, except as specifically authorized by the provisions of this Agreement.

## **Section 7     Discrimination**

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights of any employees covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

## **Section 8     Union Activity Protection**

- A. Chapter 20 of the Code of Iowa provides that the employer is prohibited from interfering with concerted union activity, as set forth in Sections 20.10(2)(a-h) of the Code of Iowa.

- B. Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10(2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa Section 20.11 and PERB Rules Chapter 3, P.E.R.B., shall at the request of the parties and pursuant to this contract, provide an expedited procedure for the resolution of alleged violations of Section 8(A) of this Article. When one of the parties submits a request to utilize this expedited procedure, the other party shall agree or disagree in writing within fourteen (14) calendar days of its receipt of the request.
- C. The procedure shall provide for an adjudicator designated by the Board to conduct a hearing and issue appropriate decisions and orders. (The adjudicator shall endeavor to issue such decisions and orders within thirty (30) days.) If the bargaining unit employee elects to utilize the expedited procedure, the parties to this contract agree that those procedures shall be exclusive, and the adjudicator's decision and order shall be final and binding.

## **Section 9     Union Visitation**

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employee's non-work time on the Employer's premises,

provided suitable meeting facilities are available and practical.

## **Section 10 No Reprisal**

The Employer shall not take reprisal action against an employee for disclosure of information by that employee to a member of the general assembly, the legislative service bureau, the legislative fiscal bureau or the respective caucus staff of the general assembly, or a disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety. This section does not apply if the disclosure of that information is prohibited by statute or court rule.

## **Section 11 New Employee Orientation**

The Judicial Branch will notify the person designated by the Union in each judicial district that a new bargaining unit employee(s) has been hired within 14 calendar days and provide the new bargaining unit employee's name and work location. The Judicial Branch will allow, as the Union may elect, either up to thirty (30) minutes for Union orientation with a new bargaining unit employee to be scheduled by the Employer within thirty (30) days of the date of hire, or the distribution to new bargaining unit employees represented by the Union a packet of information material furnished to the Employer by the

local Union. The thirty (30) minute Union orientation shall be mandatory and without loss of pay for the new bargaining unit employee(s). The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local Union representative shall receive overtime, call-back pay, mileage reimbursement, etc., for participating in the employee orientation program while off duty.

### **ARTICLE III MANAGEMENT RIGHTS**

Consistent with this Agreement, management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.



6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### **Section 1    Definition**

A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this Agreement.

A grievance shall contain a statement of the grievance by indicating the issue(s) involved, the relief sought, the date the incident(s) or violation(s) took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An

aggrieved employee shall have the right to a Union Representative appointed by the Union.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

## **Section 2      Grievance Steps**

### **Step 1**

Within fourteen (14) calendar days of receipt of the written grievance from the employee or the Union representative, the appointing authority will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. Within seven (7) calendar days following the meeting, a written

answer will be placed on the grievance by the appointing authority and returned to the employee and the Union representative.

## Step 2

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed to the District Court Administrator or designee within fourteen (14) calendar days from receipt of the answer in Step 1. Upon receipt of the grievance in Step 2, the District Court Administrator will provide a copy of Step 1 to the State Court Administrator as soon as possible. Within forty-five (45) days after the receipt of the appeal at Step 2, the designated representative will meet with the appropriate Union representative (with or without the aggrieved employee) to discuss the arguments and evidence reasonably known at that time and attempt to reach resolution of the grievance. On grievances which do not involve discipline or discharge the parties will, where practicable and feasible, meet via a telephone conference. Within thirty (30) calendar days following this meeting, a written decision of the District Court Administrator will be issued and attached to the grievance and returned to the grievant and the Union representative. Second step answers shall be sent by facsimile transmission, regular U.S. mail, or hand delivered.

### Step 3

Grievances which have not been settled under the foregoing procedure are eligible for arbitration. If an unresolved grievance is not arbitrated, it shall be considered terminated on the basis of the Second Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in the Second Step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

The grievance will be assigned to the next member of the permanent panel when the AFSCME Representative informs the State Court Administrator's designee, in writing, that the Union intends to arbitrate the grievance. The AFSCME Representative and the State Court Administrator's designee will contact the assigned arbitrator and set a date for the arbitration hearing. After the date for the arbitration hearing is established, the AFSCME Representative and the State Court Administrator's designee will schedule a meeting, not less than one (1) week prior to the grievance arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence. If not provided at the pre-arbitration meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through the exercise of reasonable diligence.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Except as provided in Section 8, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The party that is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual consent of the other party shall pay the entire cancellation fee.

The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision

does not exceed the arbitrator's jurisdiction or authority as set forth above.

A panel of three (3) arbitrators will be selected by the Employer and the Union for Step 3 grievances within thirty (30) days following the effective date of this agreement. The panel shall be selected and utilized in the following manner:

1. The Employer and the Union, through a neutral third party, shall exchange lists of ten (10) proposed arbitrators.
2. Any arbitrator that appears on both parties' lists shall be elected to the panel of arbitrators.
3. If there are more than three (3) arbitrators elected to the panel, the parties will meet and alternately strike arbitrators until three (3) arbitrators remain.
4. If there are not at least three (3) arbitrators elected, the parties will exchange lists of ten (10) arbitrators. This process will be repeated until the parties have selected three (3) arbitrators.
5. At any time after the exchange of proposed arbitrators, the parties may mutually agree to add or delete an individual arbitrator from the panel.

6. When an arbitrator is appointed to the panel, that arbitrator will be notified of their selection to the panel by a joint letter from the parties.
7. The panel of arbitrators will be listed alphabetically and grievances will be assigned on a rotation basis beginning with the first arbitrator on the panel list.
8. The appointment of a permanent panel of arbitrators pursuant to this section shall expire with the termination of this Agreement.

### **Section 3 Time Limits**

Grievances not appealed within the designated time limits at Step 1 of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration. The parties agree, however, that in grievances where timeliness is an issue, the grievance may be submitted by the Union to the next higher step through Step 2 in order to allow the parties to attempt to resolve it.

Grievances not answered by the Employer within the designated time limits at Step 1 of the grievance procedure may be appealed to Step 2 within fourteen (14) calendar days. In order to be considered timely, grievances must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 2. In order to be considered timely, a discharge must be scheduled for an

arbitration hearing no later than 120 days from the date the grievance was answered by the Employer at Step 2. The Union may, at its option, seek to schedule an arbitration hearing anytime after a Step 2 response was due, in the event the Employer fails to timely provide a Step 2 response. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

#### **Section 4     Retroactivity**

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than six (6) months prior to the date of initiation of the written grievance in Step 1.

#### **Section 5     Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.



## **Section 6      Number of Stewards**

For informational purposes only, the Union shall provide the Employer with a written list setting forth the names and jurisdictional areas of grievance representatives.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

## **Section 7      Representation**

An employee may consult with a local Union representative during working hours relative to a grievance matter by first contacting their supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with a Union representative through the Union representative's supervisor.

## **Section 8      Processing Grievances**

Union representatives who are members of Judicial Branch or Executive Branch bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing and attending any step meetings and/or hearings regarding grievances. However, only one (1) local Union representative will be in pay status for any one grievance. Whenever possible the Union

representatives will provide twenty-four (24) hours notice to their supervisor.

Further, in a group grievance, up to three (3) percent but not less than one (1) nor more than ten (10) of the grievants shall be in pay status as spokesperson(s) for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievants involved.

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

## **Section 9     Discipline and Discharge**

The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge, taken by the Employer beginning with the second step of the grievance procedure. All other disciplinary action shall begin with the first step of the grievance procedure.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. An Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable.

Whenever the Employer determines that an Employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:

1. Reassign the Employee to another work assignment at their current rate of pay for up to twenty-one (21) calendar days, or
2. Suspend the Employee from work for up to twenty-one (21) calendar days.

If the Employee is suspended under number two (2) above, the Employee shall be in pay status at their current rate of pay. If, at the completion of the investigation, the Employer decides that suspension or discharge is warranted, the Employer shall have the right to recover the pay provided during the period of suspension under number two (2) above, consistent with the disciplinary action.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken. Written

notice may be provided through electronic communication and acknowledgement of receipt.

## **Section 10 Exclusion of Probationary Employees**

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

## **Section 11 Exclusion of Grievant**

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party, the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed a maximum of two (2) representatives in pay status.

## **Section 12 Exchange of Information for Processing Grievances**

- A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.
- B. Weingarten principles (note: the right of an employee who reasonably believes that they may be subject to discipline to have, upon the employee's request, a union representative present during the

investigatory interview) shall apply during an investigatory interview of that employee.

- C. Upon request from a designated AFSCME representative, the Employer will provide the representative with written statements of witnesses, if they exist.
- D. Upon request from the Employer's representative, the Union will provide the Employer's representative with statements of witnesses, if they exist.
- E. If the grievance is scheduled for arbitration and if the representative of either party desires to interview a witness prior to the arbitration hearing, and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from the State Court Administrator. Witnesses are not required to grant the interview; however, such interview shall be limited to the witness, an AFSCME Council 61 Staff Representative or attorney, and the representative from the State Court Administrator.

### **Section 13 Resolution of Timeliness Arbitrability Issues**

Where an issue exists as to the timeliness arbitrability of a particular grievance, the State Court Administrator or

his/her designee shall give written notice to the Union. Following written notice, the timeliness dispute shall be submitted to an arbitrator, other than the arbitrator selected to determine the merits of the grievance, upon written submissions and by telephone hearing only.

Where the timeliness of a particular grievance is submitted to arbitration, the date for such arbitration shall be scheduled within thirty (30) days following the date the State Court Administrator provided notice to the Union, and a decision rendered within thirty (30) days following the date of the timeliness arbitrability hearing.

The party who does not prevail in the timeliness dispute must pay the cost of that hearing.

## **ARTICLE V SENIORITY**

### **Section 1     Definition**

Seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire into a bargaining unit position. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as, and contiguous to, the appointment to a permanent position. Employees who transfer or promote out of the bargaining unit on or after July 1, 2003 shall have their seniority frozen as of the date they leave the bargaining unit.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

## **Section 2     Seniority Lists**

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated semiannually in January and July, with employees listed by county in seniority date order. The lists shall contain each employee's name, classification, work group as defined in Article VI, and seniority date.

A copy of the seniority list shall be furnished to the local Union at the time of posting.

Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

### **Section 3     Retroactivity Prohibited**

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date of hire if applicable) as established by the State Court Administrator prior to the effective date of this Agreement.

## **ARTICLE VI LAYOFF PROCEDURE**

### **Section 1     Application of Layoff**

A. For purposes of this Article, a work group is defined as:

1. Clerk of Court's Office; or
2. Court Administration – courtroom and judicial officer support; or
3. Court Administration – case scheduling and case management; or



4. Juvenile Court Services

5. Case Coordinator Specialist

- B. The Union recognizes the right of management to layoff or to reduce the hours of employment of employees covered by this Agreement in accordance with the procedures set forth in this Article. Employees not covered by this Agreement shall have no rights to any provision of this Article and may not demote or bump back into any classification covered by this Agreement. However, the Clerk of Court and supervisors within the Clerk of Court offices shall have the right to demote or bump back into the classification and work group and county which they formerly held within six months of leaving the bargaining unit classification. Such procedures shall not apply to temporary layoffs of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by seniority within work unit.

## **Section 2 General Layoff Procedures**

When a layoff or hours reduction occurs, the following general rules shall apply:

- A. Layoff shall be by classification within work group as set forth in Appendix A.

- B. Layoff shall be by layoff unit as set forth in Appendix B.
- C. The Employer may not lay off permanent employees until they have eliminated all non-permanent positions within the layoff unit in the same classification and work group in the following order: emergency, temporary, volunteer, irregular, provisional, intermittent, career development, trainee, and probationary.
- D. The Employer shall notify the Union at least sixty (60) calendar days in advance of any anticipated layoff.
- E. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of notice.
- F. Employees in the layoff unit shall be laid off in accordance with their seniority and ability. Layoff shall be by seniority with the least senior employee being laid off first unless the least senior employee possesses special skills and ability required to meet the needs of the Employer, and that the senior employee must also possess the academic qualifications required for the position.

- G. The determination of the layoff order is subject to the grievance procedure commencing at Step 2. The implementation of such layoff shall not be delayed pending the resolution of such grievances.

### **Section 3     Bumping Procedures**

#### **A. Bump in Lieu of Layoff**

1. A permanent employee in a classification and work group in which layoffs are to be effected may, in lieu of layoff, elect bumping:
  - a. To the next lower classification in the layoff unit in the same work group as the classification in which layoffs are to be effected, or
  - b. In the absence of a lower classification in the same work group, to a lower or lateral classification and work group which the employee has formerly occupied while in the continuous employ of the district. However, such assignment shall not be permitted if the result thereof would be to cause the bumping of a permanent employee with greater seniority, or
  - c. To any higher classification in the same work group which he/she formerly held while in the continuous employ with the

District, except one from which the employee was disciplinarily demoted, or

- d. In the absence of a classification and work group in the layoff unit which the employee has formerly occupied while in the continuous employ of the Judicial Branch, to an equal or lower classification and work group in the layoff unit for which they meet the minimum qualifications of the job.

## 2. Pay upon Bumping

Upon bumping, an employee shall retain his/her current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Additionally, if federal funds are involved, the employee upon bumping will receive the salary amount provided by the federal grant. In such an event, the Employer will make a good faith effort to obtain additional federal funds.

## 3. Employer and Employee Duty to Notify of Bump in Lieu of Layoff

- a. Employee Duty: To exercise the right of bumping, in lieu of layoff, the employee must notify the District Court Administrator in writing, of such election which must be

received or postmarked no later than five (5) work days after receiving notice of layoff. Any permanent employee displaced under these provisions shall have the right of election as provided herein.

- b. The Employer shall notify the employee in writing of the exact location of the classification and work group being bumped into. After receipt of this notification the employee shall again have five (5) work days in which to notify the District Court Administrator or his/her designee in writing to either accept the position or be laid off.

#### 4. Employee Right to Recall

- a. Any employee who elects to bump, in lieu of layoff, shall have the right to recall to the classification and work group he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to, or a new employee hired for such classification and work group by the Employer enforcing the layoff.
- b. Any employee laid off because of reduction in force shall be offered a position in the classification and work group from which he/she was laid off, provided he/she meets

the minimum qualifications for the position, before a new employee may be hired for such position by the Employer enforcing the layoff, if such opening becomes available within two (2) years of the date of such layoff because of a reduction in force.

## B. Recall

1. The names of employees laid off by the employer shall be placed on eligibility lists as follows:
  - a. Laid off employees will be placed on the recall list for the county, job classification, work group, and status (part-time or full-time) from which they were laid off. In addition, they may designate other counties to which they will accept recall and/or designate whether or not they would accept part-time employment if they were a full-time employee (0.75 FTE or greater) at the time of layoff, and full-time employment if they were a part-time employee (less than 0.75 FTE) at the time of layoff. The counties designated may include counties that are not in the judicial district from which the employee was laid off. However, counties in the first judicial district may not be designated. It is the laid off employee's responsibility to complete the designation

forms accurately and to direct them to the proper place as directed by the Judicial Branch.

- b. Laid off employees may change their designation no more often than once each calendar month by accurately completing a revised designation form and directing it to the proper place as directed by the Judicial Branch.

## 2. Notice of Recall

- a. The Employer will provide notice of recall right in the most expeditious manner (telephone, e-mail or fax) followed by certified mail.
- b. Failure to accept a position in the same county and status held at the time of the layoff when offered by certified mail within five (5) working days after receipt of the notice of recall shall negate any further recall rights.

- 3. Designation of Recall: An employee may refuse the first offer of recall to a designated county, and status other than the county, and status from which laid off. The Employee may change his/her designation form after the first refusal. The second refusal extinguishes all further recall

rights.

4. The Judicial Branch may, in its sole discretion, create positions which require an employee to work in more than one county, giving consideration to the distance between such work locations.
5. If a laid off employee accepts a temporary position, he/she shall remain on the recall list.

### C. Permanent Vacancy

Whenever a permanent vacancy (as defined in Article VII, Section 4) occurs, before a new or temporary employee is hired, employees shall be allowed to transfer or be recalled in the order set forth in Article VII, Section 5.

## **ARTICLE VII TRANSFERS**

### **Section 1 Eligibility**

Employees who have permanent status in their current classification and work group and desire to transfer to another position within the same classification and work group between Counties/District Court Administrator's Office(s) of the District, shall file as prescribed by the State Court Administrator with the appropriate personnel office indicating that interest. Such request(s) must be



filed before the close of the seventh (7<sup>th</sup>) work day posting period.

## **Section 2      Transfers Within the Same Classification and Work Group & County/District Court Administrator's Office(s)**

When a vacancy occurs, the Employer will post such vacancy for seven (7) working days within the County/District Court Administrator's office. Such posting will indicate the hours of work, the work group, the Division/Sub-District, and any special qualifications required for the position. Employees in the same classification and work group as the vacancy may indicate, in writing, their interest in transferring to the vacancy. When an employee applies for a posted position and has not removed his/her name by the close of the posting, the employee must accept the job, if offered. The Employer will consider the request and advise the employee in writing if they were accepted or rejected for the vacancy. In the event an employee is the most senior bidder for more than one (1) position simultaneously, he/she shall immediately accept one (1) of the positions.

If a Judicial Specialist 3 or 4 applies and is selected for a vacancy that was posted as a Judicial Specialist 2, the Judicial Specialist 3 or 4 will be transferred as a Judicial Specialist 3 or 4 without any reduction in hourly pay or status.

### **Section 3      Transfers of Employees in the Same Classification and Work Group as the Vacancy Between Counties Within a Judicial District**

In the event the vacancy is not filled by transfer of an employee under provisions of Section 2 of this Article, the Employer shall consider interested employees who are in the same classification and work group as the vacancy from other counties in the District who have indicated an interest in the specific location, shift, work unit and days off by submitting a transfer request. The Employer shall transfer the senior employee who makes such request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any special qualifications required for the position. The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Article. The employee shall have three (3) working days in which to accept or decline the offer in writing.

If a Judicial Specialist 3 or 4 applies and is selected for a vacancy that was posted as a Judicial Specialist 2, the Judicial Specialist 3 or 4 will be transferred as a Judicial Specialist 3 or 4 without any reduction in hourly pay or status.

### **Section 4      Definition of a Vacancy and Work Group**

- A. For purposes of this Article, a vacancy is created:
1. When the Employer has approval to increase the work force and decides to fill the new positions;
  2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations, transfers out of the bargaining unit, promotion, or demotion;
  3. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of this Article;
  4. Transfers within the bargaining unit resulting from either 1, 2, or 3 above.
  5. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with provisions of the Iowa Code using people presently employed by the Judicial Branch or on the recall list.
- B. The definition of work group as defined in Article VI, Section 1 (A) applies to Article VII.

## **Section 5      Transfer Limitations**

1. The applications of the procedures in this Article shall be limited to a maximum of four (4) transfers resulting from any given original vacancy.
2. Employees may not transfer under the provisions of this Article more often than once every six (6) months, unless reassigned by management within the six (6) month period.
3. Employees who decline two (2) transfer opportunities within a twelve (12) month period will have their names removed from the register for a period of six (6) months. It is the responsibility of the employee to resubmit a transfer request following the six (6) month period.
4. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.
5. Employees transferring into federally funded positions will receive the salary provided by the federal grant.
6. In all employing units the local Union shall be allowed to inspect vacancy lists on a monthly basis.
7. Nothing in this Article shall be construed as a limitation on the Employer's ability to reassign

employees to meet Judicial Branch needs as determined by the Employer. Employees reassigned more than twenty-five (25) miles from their original work place will be provided twenty (20) working days' notice. Employees may refuse to accept a reassignment of more than twenty-five (25) miles from their original work site. Employees who refuse to accept such a reassignment shall have all rights set forth in Article VI, Layoff Procedure, including bumping and recall rights.

Recall rights include the employee's current classification and work group and classifications and work groups of an equal or lower pay grade the employee has previously held while in the continuous employ of the Judicial Branch.

8. Transfers will be granted as follows:
  - a. Transfers within same classification, work group, and county/district court administrator's office pursuant to Article VII, Section 2.
  - b. Recall of the most senior employee from the same county, classification, work group, and status (full-time or part-time) from which laid off.
  - c. Recall of the most senior employee from the same county, classification, and work group from which laid off who has designated a

different status than the status from which they were laid off.

- d. Transfers of employees in the same classification and work group as the vacancy between counties within a judicial district pursuant to Article VII, Section 3 of the Collective Bargaining Agreement.
  - e. Recall of the most senior employee in the same classification, work group, and status as the vacancy who has designated a different county than the county from which laid off.
  - f. Recall of the most senior employee in the same classification and work group who has designated a different county and status than the county and status from which they were laid off.
  - g. Promotions, demotions, transfers between districts or new hires at the Employer's discretion.
9. This definition shall apply anywhere the term "special qualifications" is used in this agreement.

"Special qualifications" shall consist only of those legal requirements and job related knowledge, skills, abilities, or competencies that are:

- a. Appropriate to the job classification and work

group of the position;

- b. Necessary for successful performance of the essential duties of the position;
- c. Of a nature and extent that an individual lacking such "special qualifications" cannot acquire them and become proficient in them through reasonable orientation or other training of a limited duration.

All "special qualifications" shall be announced in the job posting.

- 10. For purposes of this Article, employees with an FTE of 0.75 or greater shall be considered full-time employees.

## **ARTICLE VIII HOURS OF WORK**

### **Section 1     Work Schedules**

Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. A

permanent change in work schedules is defined as any change which will be in existence for more than fourteen (14) calendar days. This does not provide the employee a right to refuse to report to work. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee. The employer will provide as much notice as possible for any temporary change in work schedule.

Any permanent schedule change made by the Employer that is grieved will not be implemented until the Second Step of the grievance procedure is exhausted. Such grievances shall begin with the Second Step of the grievance procedure.

## **Section 2     Flex Time**

An Employee may request flexible hours and schedules by making a written request to the immediate supervisor. Flexible hours and schedules may include:

1. Variable starting and ending time.
2. Compressed work week such as:
  - 4 ten-hour days, or
  - 4 nine-hour days and 1 four-hour day
3. Other mutually agreeable flexible hour concepts.

Requests for flex time may be granted where they are practical and feasible as reasonably determined by



management. The supervisor will respond in writing to the request for flex time within ten (10) working days. The term “management rights” will not be used as the sole reason for denying a request for flexible hours.

Notwithstanding the language in Article XI, Section 1 (b), the Union may submit the issue of four-ten hour days directly to the statewide labor-management committee.

### **Section 3 Overtime**

#### **A. Definitions:**

1. Overtime - Time that an employee works in excess of forty (40) hours per work period.
2. Work Period - A regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.
3. Work Time - The following items will be regarded as hours worked for the purposes of computing overtime pay:
  - Hours worked, excluding standby time.
  - Rest periods.
  - Holidays when paid in cash in the week of occurrence.
  - Annual leave.

- Compensatory leave to be included in the period of occurrence for the purpose of computing overtime.
- Unscheduled holidays.
- Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled more than sixteen (16) hours in advance.
- Sick leave when used where death occurs in the immediate family as defined in Article IX, Section 9(B)(2).
- Court appearances as defined in Article X, Section 4.
- District approved training and conferences.
- Voting leave as defined in Article X, Section 4.
- Jury Duty leave as defined in Article X, Section 4.
- Travel between job sites during or after the regular work day.
- Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.
- Wash-up time taken in accordance with Section 6 of this Article.
- Union Leave or Union Convention/  
Conference Time Off when requested and approved pursuant to Article II, Section 4 or Section 5, respectively.

## B. Overtime Compensation

Overtime shall be compensated at a premium rate of time and one-half ( $\frac{1}{2}$ ) the employee's base hourly pay or actual overtime hours worked whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.
2. Compensatory time can only be accumulated to eighty (80) hours; any hours over eighty (80) will be paid out in cash.
3. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office and the money will be included in the paycheck for the pay period during which the request is made.
4. Compensatory time may not be carried over into a new fiscal year. Compensatory time due an employee at the end of the fiscal year, or other designated year where applicable, shall be paid for in cash. (Carryover, see Appendix G.)

5. Compensatory time off shall be granted at the request of the employee with the approval of the District Court Administrator or his/her designee. Compensatory time off shall be granted at the convenience of the employee whenever possible consistent with the staffing needs of the district.

#### C. Scheduling of Overtime

The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those included employees in that classification and work group as defined in Article VI normally assigned to perform the work involved.

Overtime opportunities shall be accumulated and offered overtime not worked shall be considered time worked for purposes of overtime distribution. Upon a written request, the Union may review overtime equalization records.

#### D. Pyramiding Prohibited

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Holidays which fall on an employee's regularly scheduled work day will be counted for the

purpose of computing overtime eligibility. Holidays which fall on an employee's regularly scheduled day off will be paid at the employee's regular straight time rate and shall not be counted for the purpose of computing overtime eligibility.

#### **E. Employees Returning From Leaves of Absence**

New employees or employees returning from a leave of absence shall be credited with the average number of overtime hours worked by employees within the work unit.

### **Section 4 Separation**

Upon separating from Judicial Branch service, employees shall be paid for any unused earned compensatory time.

### **Section 5 Meal Periods**

Bargaining unit employees will be granted an unpaid meal period scheduled at approximately the middle of the shift.

### **Section 6 Paid Rest Periods**

Bargaining unit employees will receive two (2) fifteen (15) minute paid rest periods per day scheduled at approximately the middle of each half shift, unless otherwise scheduled at another time and approved by the employee's supervisor. In offices regularly scheduled for a forty (40) hour work week, rest periods may be

scheduled to provide for a one (1) hour lunch period, with one-half (½) hour paid and one-half (½) hour unpaid.

## **Section 7      Wash-up Time**

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately prior to the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time; however, the Union reserves the right to grieve the unreasonable denial of such wash-up time.

## **Section 8      Shift Differential**

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of \$0.30 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight and a shift differential of \$0.35 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

Employees shall not be eligible for shift differential pursuant to this section as a result of an extension of their regular work day into a shift differential period. For purposes of this section a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks (fourteen (14) calendar days). Employees

entitled to shift differential shall receive the applicable shift differential for all hours worked.

## **Section 9      Weekend Differential**

The Employer agrees to pay, in addition to the employee's regular hourly rate, a weekend differential of \$0.75 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 11:00 p.m. Friday through 11:00 p.m. Sunday. Employees who work rotating days off on a regularly scheduled permanent basis shall be eligible for the weekend differential.

## **Section 10     Standby**

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper. The Employer may establish reasonable reporting procedures for the implementation of this section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly rate for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

## **Section 11     Call-Back Time**

The Employer agrees that employees called back for duty or called in on the employee's day off will be guaranteed a minimum of three (3) hours at the appropriate rate of pay.

This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original three (3) hour period, except that employees who are called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

This provision is not applicable to employees prescheduled for duty at least 48 hours in advance.

## **Section 12 Travel Between Work Sites**

Employees who are required by the Employer to report to a work site for the purpose of picking up tools, equipment, and/or uniforms and subsequently travel to a second work site, shall be in pay status for time spent in traveling between work sites.

## **Section 13 Scheduling of Volunteer Emergency Personnel**

Employees who serve as volunteer firefighters, volunteer ambulance personnel, and volunteer emergency medical technicians shall be in pay status when serving in such a capacity during their regular hours of work.



## **ARTICLE IX**

### **WAGES AND FRINGE BENEFITS**

#### **Section 1     Wages**

##### **A.   2015-2016 Fiscal Year**

On the first day of the pay period that includes July 1, 2015, employees in the bargaining units covered by the Agreement shall receive a two and one-half percent (2.5%) across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive a four and one-half percent (4.5%) increase in accordance with their eligibility dates and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The step increases shall be automatic.

##### **B.   2016-2017 Fiscal Year**

On the first day of the pay period that includes July 1, 2016, employees in the bargaining units covered by this Agreement shall receive a two and one-quarter percent (2.25%) across-the-board pay increase.

On the first day of the pay period that includes January 1, 2017, employees in the bargaining units covered by this Agreement shall receive a one and

one-quarter percent (1.25%) across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive a four and one-half percent (4.5%) increase in accordance with their eligibility dates and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The step increases shall be automatic.

- C. Employees covered by the provisions of this Agreement shall be compensated in accordance with their assigned job classification and corresponding pay grade as set forth in Appendix A.
- D. An employee temporarily assigned by the Employer to perform work of a higher classification for more than two (2) consecutive weeks, shall receive the higher rate of pay based on the classification of the higher position.

## **Section 2     Deferred Compensation**

The Employer shall match employee contributions to I. R. C. Section 457 deferred compensation plans at the rate of \$1 for each \$1 contributed by the employee up to a maximum Employer contribution of \$75 per month.

### **Section 3      Selected IRS Pre-Tax Benefits**

- A. The Judicial Branch will offer a premium conversion plan in which employees may elect, during a designated annual enrollment period, to pay their share of the health, dental, and life insurance premiums with pre-tax rather than post-tax salary dollars.
- B. The Judicial Branch will provide a program consistent with Internal Revenue Service (Section 129) regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.
- C. The Judicial Branch will offer a program consistent with the Internal Revenue Service regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which eligible medical expenses will be reimbursed.

### **Section 4      Health Benefits**

- A. Group Plans and Contributions

For the period of July 1, 2015 through December 31, 2015, Section 4 of the 2013-15 collective bargaining agreement remains in force (see Appendix M). For

the period January 1, 2016 through June 30, 2017, the following language applies unless otherwise noted.

The Judicial Branch agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Program 3 Plus, Iowa Select, a PPO with a fifty dollar (\$50) emergency room co-payment, without consideration of any other deductible, as well as such managed care organization plans as offered annually by the Judicial Branch with the benefits at the same level as provided under such plans during 2015. Program 3 Plus and Iowa Select will be modified to include a three (3) tier drug card program in which there is a separate \$500/\$1,000 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/brand name formulary/brand name non-formulary respectively) copayment. Program 3 Plus and Iowa Select will include a mail order prescription provision where two co-payments will be paid for a ninety (90) day supply for maintenance drugs determined by the carrier. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the copayment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug; even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A fifteen dollar (\$15) standard office visit co-pay will be

included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will not count towards out-of-pocket maximums. The employee may elect to purchase coverage in accordance with the provisions of Appendix C (Health Benefits Plan section).

After positively enrolling for plan year 2016, a bargaining unit member does not need to re-enroll for future plan years. If the member does not make any changes, the member's coverages will remain the same and carry over to the next plan year.

The Judicial Branch further agrees to contribute to the cost of health benefits in accordance with the following provisions:

1. Single Plans:

In each year of this Agreement, the Employee shall contribute twenty dollars (\$20) a month toward any plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the single plan and coverage level selected.

2. Family Plans:

In each year of this Agreement, the Judicial Branch's monthly contribution to all family

plans shall be eighty-five percent (85%) of the Iowa Select total family premium. Employees may apply this dollar amount to the plan of their choice.

In each year of this Agreement, the Employee shall contribute a minimum of twenty dollars (\$20) toward any plan and coverage level selected, if the eighty-five percent (85%) of the Iowa Select does not require the employee to make an additional contribution.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the Judicial Branch and its carriers. The Judicial Branch will pay the Judicial Branch's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

Either year of this Agreement:

Should the monthly premium for any family health plan option be reduced during this Agreement, the Judicial Branch and the employees will contribute the same percentages of total monthly premium paid in the prior year. The Judicial Branch's contribution for a MCO not previously offered will be the Judicial Branch's contribution to Iowa Select.

### 3. Double-Spouse:

When a husband and wife are employed by the Judicial Branch, at the option of the couple, one family plan may be elected. The husband and wife shall contribute a total of twenty dollars (\$20) per month toward the family plan and coverage level selected. The Judicial Branch agrees to contribute the remaining portion of the premium for the family plan and coverage level selected.

When a husband and wife are employed by the State and one spouse is a full-time employee and one spouse is a benefits-eligible part-time employee, at the option of the couple, one family plan may be elected. The husband and wife shall contribute a total of twenty dollars (\$20) per month toward the family plan and coverage level selected. The Judicial Branch agrees to contribute the remaining portion of the premium for the family plan and coverage level.

If both spouses are benefits-eligible part-time employees, the Judicial Branch's share of the premium for each employee will be one-half ( $\frac{1}{2}$ ) of the Judicial Branch's share of the full-time double-spouse family premium. There will be no twenty dollars (\$20) per month contribution, unless the contribution paid by the husband and wife is less than twenty dollars (\$20), the husband and wife's joint contribution will be

increased to a total of twenty dollars (\$20) per month.

When a husband and wife are employed by the State, and one spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one family plan may be selected. The family plan selected shall come from those plans administered by The Department of Administrative Services. The husband and wife shall contribute a total of twenty dollars (\$20) per month toward the family plan and coverage level selected. The Judicial Branch agrees to contribute the remaining portion of the premium for the family plan and coverage level

## B. Cost Containment

Program 3 Plus and Iowa Select will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. Outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program non-compliance. Additionally, there will be a twenty-five thousand dollar (\$25,000) lifetime maximum per couple for infertility benefits, use of a mental health



network is required or benefit reduction will occur, and diabetic education is a covered benefit.

### C. Plan Changes

Program 3 Plus and Iowa Select will be modified and effective as follows:

1. Effective January 1, 2016, the medical out-of-pocket maximum (OPM) will be \$650/\$1,450
2. Effective January 1, 2017, the medical out-of-pocket maximum (OPM) will be \$1,000/\$2,000
3. Effective January 1, 2016, the pharmacy out-of-pocket maximum (OPM) will be \$500/\$1,000

Blue Access will be modified as follows effective with the 2016 plan year:

1. Effective January 1, coinsurance shall be ninety percent (90%) of the cost for all services not subject to a copayment. Employee is responsible for ten percent (10%) of the cost for all services not subject to a copayment.

### D. Second Opinions

Second opinions for elective surgery remain voluntary.

*(Enrollment Periods, Other Enrollment Changes, and Movement Among Plans, see Appendix C)*

## **Section 5     Dental Benefits**

The Employer agrees to provide dental benefits to all eligible bargaining unit members as set forth in Appendix D. The Employer shall contribute the full cost of single coverage and one-half the cost of family coverage. The employee may elect to purchase family coverage in accordance with the provisions of Appendix C (Dental Plans Section). Any forms or affidavits required by the carrier to document a domestic partner relationship do not become part of this Agreement.

When a husband and a wife are employed full-time by the State, or one spouse is a full-time employee and one spouse is a benefit-eligible part-time employee, at the option of the couple, one family plan may be elected. The Employer's contribution to double-spouse family coverage will be equal to one-half of the cost of family coverage for each spouse that is a Judicial Branch employee. If both spouses are benefit-eligible part-time employees, the Employer shall contribute one-half of the amount it would contribute for a full-time employee.

*(For information regarding enrollment periods and other enrollment changes, see Appendix C, Dental Plans Section.)*

## **Section 6      Workers' Compensation Benefits**

Workers' compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent coverable under group medical benefits as set forth in Article IX of this Agreement during the pendency of the Workers' Compensation appeal proceedings for workers' compensation benefits and the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to applying for workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick leave, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

## **Section 7      Life Insurance**

The Employer agrees that all eligible bargaining unit employees shall be eligible to participate in the state employees' group life insurance program administered by the DAS-HRE.

Provisions of the group life insurance program are as follows:

1. Eligibility for group life insurance begins on the first day of the month following thirty (30) days of continuous full-time employment. Full-time employees are those employees whose principal occupation is with the group policyholder and are regularly scheduled to work at least thirty (30) hours per week.
2. Each full-time employee will be provided (at no cost to the employee) with an amount of group life insurance, plus an equal amount of group accidental death and dismemberment (AD&D) coverage, as indicated in the following schedule:

<b>Age</b>	<b>Basic</b>	<b>AD&amp;D</b>
Under age 65	\$20,000	\$20,000
Age 65 - 69	\$13,200	\$13,200
Age 70 - 74	\$ 8,300	\$ 8,300
Age 75 & over	\$ 5,700	\$ 5,700

3. Each full-time employee will have the option of purchasing supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deduction as provided in the following schedule which goes into effect January 1, 2010:

<b>Age</b>	<b>Maximum Supplemental Life Insurance</b>	<b>Maximum Supplemental AD &amp; D</b>
Under age 65	\$100,000	\$100,000
Age 65-69	\$ 66,000	\$ 66,000
Age 70-74	\$ 41,500	\$ 41,500
Age 75-79	\$ 28,500	\$ 28,500
Age 80 & over	\$ 20,000	\$ 20,000

4. The supplemental life insurance will be available in increments equal to one- twentieth (1/20) of the maximum amount available. Employees may elect the number of increments desired. Supplemental life insurance will not require medical underwriting provided that employees make application within thirty (30) calendar days of their date of employment. Coverage increases or decreases after the first 30 days of employment must be made in conjunction with a qualifying life event or during the annual enrollment and change period. Increases after the first thirty (30) calendar days of employment will be subject to medical underwriting.
5. Upon an employee's termination from State employment, the group life insurance policy may be converted to an individual policy of life insurance at the appropriate rates.

## **Section 8      Disability Insurance**

The Judicial Branch agrees to continue the existing disability insurance programs for employees in Districts 2, 3, 4, 5, 6, 7 and 8 for the duration of the Agreement. The Judicial Branch further agrees to continue to pay the entire cost for such disability insurance.

## **Section 9      Sick Leave**

The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

### **A.    Accrual**

All non-temporary bargaining unit employees of the Judicial Branch who work full-time shall accrue sick leave in accordance with the following schedule. Sick leave accrual for non-temporary bargaining unit employees who work part-time shall be prorated based on the number of hours worked in the pay period. Sick leave shall not accrue during period of absence without pay.

<b>Sick Leave Balance</b>	<b>Rate of Accrual</b>
0 to 750 hours	18 days per year
Over 750 hours up to 1500 hours	12 days per year
Over 1500 hours	6 days per year

## B. Utilization of Sick Leave

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or where performance of assigned duties would jeopardize the employee's health or recovery.

The District Court Administrator may require a medical certificate or other appropriate verification for absences covered by this Article.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed the following amounts for each such occurrence.
  - a. Five (5) working days - Death of spouse/domestic partner or child (includes step, foster, ward) and parent, foster parent, or stepparent, and corresponding relatives of the employee's spouse/domestic partner.
  - b. Three (3) working days - Death of grandparents, grandchildren, brothers, sisters, step-brothers and step-sisters, sons and daughters-in-law, brothers and sisters-in-law, corresponding relatives of the employee's spouse/domestic partner, other household members.
  - c. One (1) working day - Death of aunt, uncle, niece, nephew, first cousin, and corresponding relatives of the employee's spouse/domestic partner.
3. When an employee is a pallbearer or active participant in a funeral or memorial service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to



exceed one (1) working day for each such occurrence.

4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.
5. Employees may use accrued sick leave for care of and necessary attention to ill or injured members of the immediate family (as defined in paragraph 2 above). Use of sick leave for this purpose is limited to sixty-four (64) hours (8 working days) per year. Employees may carry over up to forty (40) hours of unused family care leave to the next fiscal year, for a maximum utilization of eighty (80) hours in the next fiscal year.
6. Employees may use accrued sick leave during adoption. Such leave shall not exceed five (5) working days.
7. Sick leave shall not be used for any reasons not specifically set forth above.

#### C. Sick Leave Accounts

The accrued sick leave shall be placed in an employee's sick leave account.

#### D. Cancellation of Sick Leave

Separation from State service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by the Judicial Branch within two (2) years.

#### E. Payment of Sick Leave Upon Retirement

1. Upon retirement, all employees will receive cash payment for accumulated, unused sick leave not to exceed a total of two thousand dollars (\$2,000) payable during the pay period preceding the employee's retirement date.
2. Upon a bona fide retirement, employees who are at least 55 years old and who have at least 15 years of service may convert their unused sick leave balance to a bank for purposes of purchasing health insurance after retirement. The employee's sick leave balance will be converted according to the following schedule:

<b>Sick Leave Balance</b>	<b>Conversion Rate</b>
Up to 750 hours	60% of value
Over 750 hours up to 1500 hours	80% of value
Over 1500 hours	100% of value

The amount placed in the conversion account is the result of multiplying the conversion rate times the remainder of the full value of the employee's sick leave account minus the \$2,000 cash payout. The conversion rate applied is the rate applicable to the balance in the employee's sick leave account at the time of retirement.

- a. The Judicial Branch will continue to pay the employer's share of the health insurance premium each month until the converted value of the employee's sick leave bank is exhausted or until the employee is eligible for Medicare, whichever comes first. The retired employee may stay with the same health insurance program as when employed, or switch "down" at any time without underwriting.
- b. The converted value of the sick leave can only be applied to the Employer's share of health insurance payments. It has no cash value and it is not transferable to another use or to an heir.
- c. If a retired employee who is utilizing this benefit returns to permanent state employment, all remaining benefits eligibility is forfeited.

## **F. Conversion Rights**

1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have one-half day (4 hours) added to their accrued vacation account in lieu of adding the monthly accrual to their accrued sick leave account.
2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated.
3. Employees who have made an election pursuant to this subsection will be allowed to accumulate up to an additional twelve (12) days (96 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

## **Section 10 Paid Annual Leave of Absence (Vacation)**

- A. The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below:
- B. Employees shall begin earning annual leave on their first day in pay status. Employees are eligible for and shall be granted annual leave as follows:

## 1. Full-Time Employees

- a. Annual leave shall be based on the date of hire and accrue at the following rates:

From	To	Annual Accrual
Date of Hire	End of 4 <sup>th</sup> Year	80 hours (10 days)
Start of 5 <sup>th</sup> Year	End of 11 <sup>th</sup> Year	120 hours (15 days)
Start of 12 <sup>th</sup> Year	End of 19 <sup>th</sup> Year	160 hours (20 days)
Start of 20 <sup>th</sup> Year	End of 24 <sup>th</sup> Year	176 hours (22 days)
Start of 25 <sup>th</sup> Year		200 hours (25 days)

- b. Annual leave may be accumulated to twice the annual entitlement. If, on June 1, an employee has a balance of one hundred sixty (160) or more hours of accrued annual leave, the employer may, with the approval of the employee, pay the employee for up to forty (40) hours of the accrued annual leave. This amount will be paid on a separate pay warrant on the payday which represents the last pay period of the fiscal year. Decisions regarding these payments will be made by the State Court Administrator, and are not subject to the grievance procedure provided in Article IV. An employee may, however, grieve whether or not such payments were made without the employee's approval.

## 2. Permanent Part-Time Employees

Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro rata leave consistent with paragraph 1(a) above.

- C. Annual leave shall not be earned for any period of absence without pay.
- D. In scheduling vacation (annual leave), choice of time and amounts shall be governed by work group as defined in Article VI and seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on a first come, first served, basis. Vacation requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance. The Employer and the Union shall discuss at labor management meetings disputes over the number of employees within each classification, work group, and work unit that may be on vacation at any given time. If local management and the local Union/Chapter have agreed to a vacation scheduling practice, this provision shall not supersede that practice.

Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year as he/she desires, providing it does not affect other employees' vacation periods. Every attempt will be made to grant employees' vacation at the requested time. Any disputes resulting from scheduled vacation priorities will be resolved by the local union.

If an employee is under the care of an attending physician while on his/her paid vacation or if a death in the immediate family (as defined in Section 10(B)(2) of this Article) occurs, that portion of the paid vacation may be rescheduled upon satisfactory proof of said care or death being provided to the Employer.

- E. Upon retirement and at the request of the employee, the employee's unused vacation accrual can either be paid out in cash or paid into the employee's deferred compensation plan.

## **Section 11    Holidays**

- A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled

holidays as set forth below and two (2) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 8 (Vacations) in this Article.

**Scheduled Holidays:**

New Year's Day, January 1

Dr. Martin Luther King's Birthday, third Monday in January

Memorial Day, last Monday in May

Independence Day, July 4

Labor Day, first Monday in September

Veteran's Day, November 11

Thanksgiving Day, fourth Thursday in November

Friday after Thanksgiving

Christmas Day, December 25

Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

**B. Holiday Pay**

Holiday pay shall be equal to one (1) regularly scheduled work day but not less than eight (8) hours for full-time employees.



When a holiday falls on an employee's regularly scheduled work day, the employee will receive their regular shift pay, except that no full-time employee shall receive less than eight (8) hours.

When the holiday falls outside the regularly scheduled work day, the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

The Employer agrees that employees required to work on a holiday as provided above will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

Such cash or compensatory time off shall be equal to one scheduled work day but not less than eight (8) hours for full-time employees. When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the District Court Administrator. Such time shall be paid to the employee if not used within the subsequent twelve (12) month period.

#### C. Holiday Premium Pay

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1½) the employee's regular rate in addition to

their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer.

- D. If the employee schedules a holiday off, the employee will receive eight (8) hours compensation. The Employer shall not reschedule to avoid holiday pay.
- E. Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.
- F. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.
- G. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

## **Section 12 Travel and Lodging**

- A. Mileage - The Employer agrees to reimburse any employee who is authorized and required to use his/her personal vehicle in the performance of his/her work as set forth in the Judicial Branch travel rules adopted by the Supreme Court, beginning at the employee's office. The Employer and the employee may mutually agree to alternative arrangements to having the employee report to the office each day.
- B. Meals and Lodging - Employees shall be reimbursed, as set in the Judicial Branch travel rules adopted by the Supreme Court, for actual expenses incurred plus reasonable room expenses, while in the performance of their official duties. The Employer reserves the right to establish reasonable reporting procedures.
- C. Out-of-state travel, meals, and lodging reimbursement will be in accordance with the existing Judicial Branch rules.
- D. Advance Travel Request - When employees are required by the Employer to travel outside the state and the expenses are anticipated to exceed two hundred dollars (\$200), employees may request an advance travel allowance not to exceed eighty percent (80%) of the anticipated travel expense.

## **Section 13 Payday**

For those employees currently being paid on a bi-weekly basis, the Employer agrees to continue such practice.

## **Section 14 Pay Upon Promotion or Demotion**

An employee promoted between classes with a one or two pay grade difference shall be given a four and one-half percent (4.5%) increase in pay or brought to the entrance rate of pay in the new pay grade, whichever is greater. For promotions between classes with a three or more pay grade difference, the employee shall be given a nine (9%) increase in pay or be brought to the entrance rate of pay in the new pay grade, whichever is greater. Any increase in pay given to an employee establishes a new pay increase eligibility date.

An employee who is demoted shall be placed on the step in the new pay grade that is closest to, but not higher than, the employee's salary prior to the demotion. A demotion does not establish a new pay increase eligibility date. Pay upon demotion shall not exceed the maximum pay rate for the new pay grade.

## **Section 15 Pay for Second Language**

With the employee's consent, an employee who has demonstrated competence in a language other than English to the satisfaction of the Employer and is designated by the Employer to utilize that language on an intermittent basis shall be granted a \$0.35 per hour increase in pay for the duration of that designation.

Second language pay does not apply to staff who were hired into positions where a second language was required as a qualification for the job. Employees will not be requested or required to utilize second language skills to interpret or translate in any form of official court proceedings. For purposes of this section, American Sign Language (ASL) is considered a second language.

The Union will provide the Employer with a list of counties where additional second language assistance is needed. If any employee in the counties listed by the Union demonstrates competence to the satisfaction of the Employer, at least one (1) employee in each listed county will be designated to receive second language pay.

## **ARTICLE X LEAVES OF ABSENCE**

### **Section 1     Eligibility**

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probationary period. Parental leaves of absence shall be exempt from the waiting provisions of this section.

### **Section 2     Request Procedure**

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance

whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall furnish a written response as follows:

Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days.

Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason(s) for denial in writing.

### **Section 3      Leaves of Absence Without Pay**

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the District Court Administrator for any reasons for a period up to but not exceeding one (1) year. When any parental leave of absence (section A below) or medical leave of absence (section D below) is qualifying under the Federal Family and Medical Leave Act, such FMLA leave shall be considered to run concurrently with any unpaid leave approved under this Section. Upon request, the leave may be extended for not more than one (1) additional year.

#### **A. Parental Leave**

Employees shall be granted a parental leave of absence without pay as follows:

1. The Employee shall, whenever possible, submit written notification to the employee's immediate supervisor at least four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of parental leave without pay shall be granted unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Upon request of the employee, accompanied by a doctor's statement, parental leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.
2. In no case shall the employee be required to leave prior to childbirth unless the employee is no longer able to satisfactorily perform the duties of the position.
3. Except as provided under Article IX, Section 8 (Sick Leave) of this Agreement, all parental leave shall be leaves of absence without pay.

## B. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

## C. Unpaid Educational Leave

It is the expressed intent of the Employer to promote continued education by employees of the Judicial Branch and in furtherance of this policy, the Judicial Branch agrees to grant employees unpaid educational leaves of absence in accordance with the following procedure.

The Employer agrees that at any one time up to one (1) bargaining unit employee per district may be granted an unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.

To be eligible for unpaid educational leaves, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work unit.



#### D. Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence, not to exceed ninety (90) calendar days provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted for up to ninety (90) day increments not to exceed a total of one (1) year. Such leaves may not be unreasonably withheld. Extension of such leaves shall not impair an employee's right to long-term disability. Prior to an employee exhausting his/her sick leave the Employer shall advise the employee of his/her right to a medical leave of absence without pay.

#### E. Family and Medical Leave

Employees who are on a leave of absence which is Family and Medical Leave Act qualified, may, at their discretion, by written notice to their supervisor, decline to utilize up to two (2) weeks [eighty (80) hours] of paid annual leave (vacation) in each year of the Agreement.

#### F. The Employer agrees to provide for the following rights upon his/her return from any of the above-approved leaves:

1. The employee shall have the right to be returned to his/her position or one of like nature in the same employing unit.
2. If the employee's position or one of like nature is not available in the same employing unit, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified.

#### G. Catastrophic Illness Contributions:

Employees may contribute accrued annual leave, compensatory time, or accrued unscheduled holidays to benefit another State employee suffering from a catastrophic illness as defined in the Judicial Branch donated leave policy. Leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of time donated and name of the recipient of the donated leave on forms provided by the Judicial Branch for this purpose. Leave donated to another State employee pursuant to this provision shall be credited to the recipient's sick leave account.

The Employer will continue to pay its usual share of the insurance package and make the usual employee share deductions while the employee is using donated

catastrophic leave, for a maximum of 480 hours during a fiscal year.

- H. Except as otherwise provided in other provisions of this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

## **Section 4      Paid Leaves of Absence**

### **A.    Voting Leave**

Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed two (2) hours in length. Application for time off for voting should be made to the employee's supervisor prior to Election Day. The time to be taken off may be designated by the supervisor. Time off for voting may be granted only if the employee's working hours do not allow a two (2) hour period outside of working hours during polling hours.

### **B.    Jury Duty**

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any

travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

#### C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

#### D. Paid Educational Leave

The Employer retains the sole discretion to either grant or deny requests for paid educational leaves of

absence. Requests for paid educational leave shall be submitted at least one hundred twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests.

## **Section 5      Loss of License**

When, in order to be qualified for a position, an employee is required to possess a license or certificate and the employee in that position has that license or certificate temporarily revoked or suspended, the Employer may, at the Employer's sole discretion, reassign that employee to perform other duties for which the employee is otherwise qualified for the duration of the suspension or revocation or, in the alternative, place that employee on an unpaid leave of absence. The parties agree that the provisions of this section may be grieved, but not appealed to arbitration, under Article IV of this Agreement. This provision does not affect in any way the Employer's right to discharge an employee or the right of the employee and the Union to grieve and arbitrate an employee's discharge. In that arbitration of an employee's discharge, the Employer agrees that it will not use this provision as a basis for asserting that a leave of absence is an inappropriate remedy.

## **ARTICLE XI**

### **MISCELLANEOUS**

#### **Section 1     Work Rules**

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees.

#### **Section 2     Labor Management Meetings**

A. The Employer and Union agree to establish labor/management meetings in each Judicial District where the Union represents employees when requested by the Union. Where there is only one local in the district, up to six (6) representatives from the Union will attend the meetings. Where there is more than one local in the district, each local will be allowed up to four (4) representatives at the meetings. Meetings will be held upon the request of either party, but no more often than monthly, at mutually agreed upon times and places. Where there is more

than one local in the district, agendas will allow time to discuss common issues and issues unique to each local.

The purpose of the meetings shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties specifically including, but not limited to, health and safety practices. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed; except that recommendations of the meetings or recommendations made by the Union involving health and safety practices which are not acted upon and which are non-economic in character (no cost to the Judicial Branch) may be submitted to binding arbitration pursuant to Article IV of this Agreement commencing at Step 3. Recommendations on health and safety practices which have not been acted upon and are economic in nature shall be submitted to the State Court Administrator and his/her decision shall be final and binding. Union representatives will be in pay status for all time spent in labor management meetings which are held during their regularly scheduled hours of employment. The Employer is not responsible for any travel expense or other expenses incurred by employees for the purpose of complying with the provisions of this Article, except as provided for statewide labor/management meetings.

Recommendations on use of video display terminals and fire safety will be discussed in these meetings.

- B. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the District level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. Up to two (2) Union representatives from each District will attend the meetings without loss of pay. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only. Such reimbursement shall be as established in the Judicial Branch travel rules. Union members will attempt to car pool when possible.

### **Section 3      Access to Personnel Files**

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee.



Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

#### **Section 4      Special Expenses**

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses, that are incurred in the performance of his/her duties as a Judicial Branch employee.

#### **Section 5      Payment of Employee Moving Expense**

When an employee is reassigned at the direction and benefit of management, the employee shall be reimbursed for relocation and related expenses in accordance with the Iowa Department of Personnel policy dated January 1999.

#### **Section 6      Tuition Reimbursement**

The Employer shall establish an educational assistance program to provide employees with one (1) year of full-time employment an opportunity to improve their performance in their current position. The plan shall provide for Employer participation in the cost of tuition

expenses based upon successful completion of individual job-related courses.

Selection of employees for participation in the education assistance program will be on the basis of seniority. No employee shall receive more than six hundred dollars (\$600) annually in educational assistance.

The provisions of this section are contingent on the continual availability of federal funds being furnished to the Judicial Branch for use in employee development or the availability of funds appropriated for this purpose by the Legislature.

## **Section 7     Severe Weather/Emergencies**

- A. When the District Court Administrator or his/her designee closes a Judicial Branch office due to severe weather emergencies, all employees (including probationary employees) may use earned compensatory time, vacation, or leave of absence without pay as they may elect. Employees may, with the approval of the District Court Administrator or his/her designee, also elect to work their regularly scheduled hours even though the Judicial Branch office is closed to the general public. Employees will also be permitted to make up lost time within the same work week with the approval of their immediate supervisor.

When the office is not closed, all employees (including probationary employees) who are unable to report to work may use earned compensatory time, vacation or leave of absence without pay as they may elect.

- B. If the proper management authority, which may consult with other knowledgeable persons, declares that an inclement weather situation or other emergency exists, the following shall apply:
  - 1. If the employee reports within one-half (1/2) hour of his/her regular scheduled reporting time, the employee will be assumed to have reported on time.
  - 2. If the employee reports after one-half (1/2) hour of his/her regular scheduled reporting time, the employee shall be credited with having worked the first one-half (1/2) hour of the day plus all hours actually worked. Employees may elect to charge any additional lost time pursuant to 7A above.
- C. When a Judicial Branch facility is closed due to emergency conditions, other than severe weather as described above, and circumstances prevent the employer from contacting employees prior to their arrival at the work site, employees who report to a closed facility will be paid for one (1) hour at the appropriate rate of pay. If employees are directed to leave the facility with instructions to return to work at

a given time or to report to work at a different location, they will remain in pay status. Employees who are released for the balance of the workday may utilize annual leave or earned compensatory time for hours they are precluded from working. Employees may choose to make up the hours during the balance of the work week.

## **Section 8 Identification Cards**

Upon request of the employee, the Employer will provide a Judicial Branch identification card. The Employer will replace at no cost all Judicial Branch identification cards that wear out, and will replace one Judicial Branch identification card a year at no cost that is lost by the Employee.

## **Section 9 Time Sheets**

The Employer may not change an employee's time sheet arbitrarily.

## **Section 10 Retention of Disabled Employees**

It is the intent of both parties to encourage the retention of employees who may have become disabled while in Judicial Branch service. Consistent with the Americans with Disabilities Act, the employer will make reasonable accommodations for such employees.

The parties agree that employees who have become temporarily disabled due to work related illness or injury should be considered before other disabled employees for reasonable temporary job modifications. Employees who have become temporarily disabled due to illness or injury that is not work related will be considered for reasonable temporary job modifications on the basis of Employer needs after they have been released to return to work by their medical practitioner.

The parties agree that the provisions of this section may not be appealed to arbitration under Article IV of this Agreement.

### **Section 11 Performance Evaluation**

All bargaining unit employees are entitled to a fair and impartial performance evaluation.

### **Section 12 Contracting**

- A. When a decision is made by the Employer to contract or subcontract work which would result in the layoff of bargaining unit members, the Judicial Branch agrees to a notification and discussion with the local union not less than sixty (60) days in advance of the implementation.
- B. If positions are eliminated as the result of outsourcing or privatization, the employer shall offer affected employees other employment within the Judicial Branch. "Other employment" shall first be sought

within the affected employee's county and district of employment. Affected employees accepting "other employment" shall not be subject to loss of pay nor layoff pending placement in other employment under this section. Neither shall such employees be subject to a decrease in pay in their new position. However, affected employees will not be eligible for any pay increase until such time as their pay is within their new pay grade range. In the alternative, employees may elect to be laid off. Employees placed in other employment under this section, as well as those electing to be laid off, will be eligible for recall to the classification held at the time of outsourcing or privatization, in accordance with Article VI of this Agreement.

### **Section 13 Employee Assistance Program**

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems. Therefore, the Employer will provide an Employee Assistance Program (EAP) to provide assistance to employees, domestic partners, and their families. The Employer and the Union will encourage employees to utilize the program.

The EAP is confidential. Any information shared with the EAP will not be released to anyone without written consent of the employee.

An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation in the EAP will not jeopardize the employee's career. While Judicial Branch policy is to offer assistance to employees, disciplinary action may result if an employee's job performance continues to be adversely affected.

## **Section 14    Training**

The Employer agrees to make a good faith effort contingent upon the availability of adequate funding, to provide employees with such training as is necessary, as determined by the Employer, to carry out the duties of their assigned position or to enhance Judicial Branch job opportunities.

Training shall be offered by seniority to those employees who have not had the course in compliance with operational efficiency.

# **ARTICLE XII HEALTH AND SAFETY**

## **Section 1    Tools and Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice

and for properly using and caring for tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

## **Section 2 Buildings**

The Employer shall provide and maintain all state-owned buildings, facilities, grounds and equipment in accordance with directions of the applicable federal and state agencies.

## **Section 3 Protective Clothing**

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

## **Section 4 Uniforms**

- A. Where employees are required by the Employer to wear uniforms, the Employer shall provide and maintain the uniforms for such employees. Where employees are required by the Employer to wear smocks, the Employer shall provide and maintain such smocks for employees. For the purposes of this Agreement, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.



- B. The Employer shall, in a good faith endeavor, replace damaged or misfit uniforms in an expeditious manner.
- C. Issues regarding the off-the-job use and wearing of uniforms will be discussed in labor- management meetings.

## **Section 5     Damage to Personal Items**

The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum one hundred fifty dollars (\$150) per occurrence.

The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board for claims denied by the Employer or which are in excess of one hundred fifty dollars (\$150). Such requests will be granted or denied in accordance with applicable law. If the State Appeal Board requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The employee's immediate supervisor may at his/her discretion certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall provide priority processing for claims submitted pursuant to this section.

## **Section 6      Employer-Provided Vehicles**

All employer-provided vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices or flares, first aid kits and fire extinguisher. The Judicial Branch will endeavor in good faith to comply with section 321.381.

## **Section 7      Video Display Terminals Usage**

The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment for VDT users. The employer will make a good faith effort to provide appropriate work settings for VDT users, consistent with the availability of existing resources.

1. Design guidelines to be used as a factor in the purchase of VDTs will be developed by each unit responsible for such purchases. These guidelines will address desirable characteristics relating to (1) screen positioning, (2) keyboards, (3) screen and character type and (4) accessories. The Union will be consulted in the development of these general design guidelines.
2. The following elements in the work environment may affect the appropriateness of the setting in which VDT users work:

- a. The ability to position the VDT and keyboard in relationship to each other and at heights which are appropriate for the work to be performed and the user;
- b. The ability to provide adequate lighting for the work to be performed;
- c. The ability to minimize glare;
- d. The ability to minimize printer noises; and
- e. Chairs which may be adjusted to and which provide proper support to the user.

The employer will provide information and guidance to its work units which will assist them in creating an appropriate setting for the VDT user.

- 3. In addition to the relief provided by means of the rest periods and meal periods set forth in Article VIII of this Agreement, employees shall be entitled to a five (5) minute pause from work for every hour of intensive VDT use. Individual departments, in consultation with the VDT users, will establish the pattern of usage for the additional pauses described above. The local Union and Management will facilitate the establishment of such patterns. However, in lieu of the additional breaks, the

Employer may provide an alternative work assignment. Intensive VDT use is defined as (1) use which requires continuous and sustained attention and concentration on the VDT screen; and (2) use which occurs in situations where this type of task cannot be organized so as to provide for natural breaks or variations. The parties agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with rest periods and meal periods as set forth in Article VIII.

## **Section 8 Compliance Limitations**

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

## **ARTICLE XIII NO STRIKE OR LOCKOUT**

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code.

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

## **ARTICLE XIV GENERAL**

### **Section 1      Obligation to Bargain**

This Agreement represents the entire Agreement of the parties and shall supersede all previous Agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Judicial Branch relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extensions, each voluntarily and unqualifiedly waives the right and each agree that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Section 2      Retention of Benefits**

The Employer agrees that prior to making any changes in a written agency-wide policy, which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement.

In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.

In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to the Public Employment Relations Board.

### **Section 3     Savings Clause**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

In the event the parties fail to agree on provisions for substitution in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one (1) name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the Management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

Should any provision of the Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or their federal allotment of money, the provisions shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provisions or in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.



## **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2015, and terminating on June 30, 2017, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

In the event the parties fail to reach an agreement by January 1, 2017, mediation shall be requested. In the event the parties are still at impasse on February 1, 2017, the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 15, 2017. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

## APPENDIX A

### PAY GRADES AND CLASSIFICATIONS

JOB TITLE	PAY GRADE
Judicial Specialist 1	16*
Judicial Specialist 2	18
Judicial Specialist 3	21
Judicial Specialist 4	23
Judicial Specialist 5	24
Case Coordinator Specialist	25**
Juvenile Court Specialist I	18
Juvenile Court Specialist II	21

\*Generally Judicial Specialist 1 will not be used in urban counties.

\*\*Case Coordinator Specialist will be a classification for current employees so classified. However, there will be no new hires/promotions into this position, i.e., closed job classification

1. JS1 may move to a JS2 within eighteen (18) months but will automatically move to a JS2 after two (2) years.
2. JS2 may move to a JS3 within two (2) years but will automatically move to a JS3 after three (3) years.
3. Section 14 – Pay Upon Promotion and Demotion does not apply to this reclassification and pay upon

transition to the new classification and pay grades for the 2015-17 Collective Bargaining Agreement.

4. If an employee's current pay is within the minimum/maximum of the new pay grade, the pay will remain the same.
5. If the employee's current pay is not within the minimum/maximum of the new pay grade, the employee's pay will be brought to the minimum pay in the newly assigned pay grade.

## **MEMORANDUM OF UNDERSTANDING**

### **Classification Implementation Review Committee**

1. Management will determine appropriate level of classification of each employee which may result in a pay grade increase or decrease depending on actual job duties being currently performed.
2. An employee may appeal the classification in 1 above to a classification review committee/panel composed of union and management members. This will consist of a paper review.
3. If not satisfied with the decision in 2 above, the employee may make an in person presentation to a union representative and a management representative. This decision will be final without

any right to file a grievance under the collective bargaining.

This Memorandum of Understanding will expire on June 30, 2017.

## **APPENDIX B ORGANIZATIONAL UNITS**

Organizational units for purposes of layoff pursuant to Article VI are defined as the County. Upon agreement of the Union and the District Court Administrator, counties under the supervision of the same Clerk of the District Court may be considered one county.

## **APPENDIX C ENROLLMENT PERIODS, OTHER ENROLLMENT CHANGES, AND MOVEMENT AMONG PLANS**

### **A. Health Benefits Plans**

#### **1. New Employees**

New employees may enroll in single or family coverage within thirty (30) calendar days of their date of employment. Employees and dependents not enrolled during this period will not be allowed to be covered on the plan until the next open health enrollment and change period unless

there is a qualified life event that would allow for enrollment and change.

## 2. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within sixty (60) calendar days of the expiration of their Medicaid benefits.

## 3. Open Enrollment and Change Period

In either the month of October or November of each year, there will be a thirty (30) calendar day open enrollment and change period when employees may select any health plan offered for which the employee may be eligible and add or remove dependents on their plan.

## 4. Changes During a Plan Year

Following a qualified event, at any time during the year, employees may make health insurance changes consistent with the event without a pre-existing condition(s) waiting period, provided that timely action is taken and that only dependents allowed by the event are added to or removed from coverage. A change may be made if action is taken within thirty (30) calendar days

(sixty (60) days in the case of birth or adoption) of any of the following events:

- Marriage;
- Death of a spouse or dependent;
- Adoption of a child, addition of stepchildren or foster children to the family;
- Employee or spouse reaches age 65;
- Spouse or dependents who have lost coverage;
- Employee, spouse or dependent becomes eligible for Medicare;
- Divorce, annulment, legal separation, or dissolution of marriage;
- Dependent no longer eligible;
- Dependent resumes full-time student status, or;
- When an employee accepts a job with the Employer in another part of the state where the employee's plan is not available, the employee will be allowed to change to another plan.

At the time of the birth of a biological child, the health insurance carrier will add this newborn to the existing family health contract when information becomes available from any valid source that this birth occurred, e.g., hospital or professional claims submission, or an enrollment form. The effective date of enrollment will be the date of birth.

If a single health contract is in effect at the time of the birth of a biological child, the enrollee must take timely action to enroll the newborn and change to a family health contract within sixty (60) days of the date of this birth. The effective date of the family health contract will be the first day of the month in which the biological child was born. Appropriate deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract.

If the single health contract holder does not take timely action to enroll in family coverage within sixty (60) days of the birth of the biological child, the child will not be able to be added until the next open health enrollment and change period unless the child would be eligible and affected due to another qualified life event.

## B. Dental Benefits Plan

### 1. New Employees

New employees may enroll in single or family coverage within thirty (30) calendar days of their date of employment.

## 2. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within sixty (60) calendar days of the expiration of their Medicaid benefits.

## 3. Enrollment and Change Period

There will be no annual enrollment and change period for dental benefits. There will, however, be a one time, thirty (30) day special open enrollment period for dental insurance which will be held during the first year of this agreement at which time employees may enroll in single or family coverage and may add dependents to existing contracts.

## 4. Changes During a Plan Year

Following a qualified event, at any time during the year, employees enrolled in the dental plan may make dental insurance changes consistent with the event provided that timely action is taken and that only dependents directly affected by the event are added to or removed from coverage. A change may be made if an application is submitted within thirty (30) calendar days (sixty (60) days in the case of birth



or adoption) of any of the following events, and provided that only those dependents directly affected by the event are added to coverage:

- Marriage;
- Death of a spouse or dependent;
- Adoption of a child, addition of stepchildren or foster children to the family;
- Employee or spouse reaches age 65;
- Spouse involuntarily loses coverage through another employer (i.e., discharge, layoff, plant closing or company closing). Proof of loss shall be the Involuntary Loss of Coverage Statement signed and dated by the previous employer (which all employers are required by federal law to provide upon request);
- Employee, spouse or dependent becomes eligible for Medicare;
- Divorce, annulment, legal separation, or dissolution of marriage;
- Dependent no longer eligible, or;
- Dependent resumes full-time status.

Birth. Timely action must be taken in order to add a newborn to an existing single or family dental contract. If a single dental contract is in effect at the time of the birth of a biological child and the employee wishes to add the newborn to their dental contract, the employee must enroll in a family dental contract within sixty (60) days of

the date of this birth. The effective date of the family dental contract will be the first day of the month in which the biological child was born. Appropriate employee deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract. Other family members not affected by the birth are not eligible to be added because of this “event.”

If the single dental contract holder does not enroll in family coverage within sixty (60) days of the birth of the biological child, there is no further opportunity to add this child unless the child would be eligible and affected due to another qualified life event.

## **APPENDIX C-1**

### **HEALTH BENEFITS REVIEW COMMITTEE**

During the term of this Agreement, a health benefits review committee shall be formed. The committee shall be comprised of one (1) Union representative appointed by the President of AFSCME/Iowa Council 61, and one (1) employee representing the Employer appointed by the State Court Administrator in consultation with the Director of the Department of Personnel. This Committee will meet once every six (6) months.

The Employer’s representatives shall elect one (1) co-chair and the Union’s representatives shall elect one (1) co-chair.

The committee will focus its efforts on three main issues: quality (defined as appropriate utilization and communication), employee education and cost containment.

Each committee meeting shall last no longer than two (2) hours. Union representatives participating in the meetings shall be in pay status during their regular hours of work for the time spent traveling to and attending such meetings. Attendance at such meetings shall not make an employee eligible for overtime pay if attendance occurs on the employee's day off, or starts before or extends beyond the employee's scheduled work day. Participants shall be reimbursed for mileage and meal expenses by AFSCME/Iowa Council 61.

## **APPENDIX D**

### **DENTAL BENEFIT COVERAGE**

- A. Diagnostic and Preventative Services
- Plan payment at one hundred percent (100%) UCR.
  - Routine examination and teeth cleaning twice in a plan year.
  - Bite-wing x-rays at twelve month intervals.
  - Full mouth x-rays once in any three year interval unless special need is shown.
  - Topical fluoride applications as prescribed by the dentist for unmarried dependent children, but not more than once in any twelve month interval.

#### B. Routine and Restorative Services

- Plan payment at eighty percent (80%) UCR.
- Regular cavity fillings (amalgam, stainless steel crowns, synthetic porcelain and plastic fillings).
- Emergency treatment for relief of pain.
- Oral surgery (tooth extractions and other oral surgery, including pre and post-operative care).
- Topical applications of sealants for unmarried dependent children who are less than 15. Not more than a single application for each molar. Lifetime maximum per member \$120.
- No deductibles.

#### C. Major Restorative Services

- Plan payment at fifty percent (50%) UCR.
- Root canals.
- Gold fillings when other filling materials cannot be used.
- Crowns and jackets when necessary and fillings cannot be used.
- The dental benefits shall include surgical as well as non-surgical treatment for gum and bone (alveolar) diseases (surgical and non-surgical periodontics) at fifty percent (50%) coinsurance.

#### D. Prosthetics

- The dental benefits shall include bridges and dentures at fifty percent (50%) coinsurance.

E. Annual Maximum Plan Payment

- The annual maximum plan payment for all plan benefits is fifteen hundred dollars (\$1,500) per person per year.

F. Orthodontics

- The dental benefits shall include orthodontics to be paid at fifty percent (50%) coinsurance with a per dependent lifetime maximum of fifteen hundred dollars (\$1,500).

## **APPENDIX E JUDICIAL BRANCH REDISTRICTING**

In the event of a reorganization of District Court Offices or Juvenile Court Services the parties will meet and discuss the procedures by which bargaining unit employees will be transferred to new locations. In the event the parties come to impasse, interest arbitration shall be used in accordance with Chapter 20.

## **APPENDIX F POSITION CLASSIFICATION AND REALLOCATION**

Whenever deemed necessary by the State Court Administrator, each position in the Iowa Judicial Branch may be reviewed to determine if the position is properly allocated or classified. Requests for individual position reviews may be initiated by the appointing authority or the affected employee.

The appointing authority or the employee will be notified of any tentative reallocation or classification and may, within thirty (30) calendar days of the receipt of the tentative reallocation or classification request to make a presentation or to submit written comments to a three member panel of District Court Administrators appointed by the State Court Administrator. The District Court Administrator of the Judicial District from which an appeal originates shall not be a member of the panel.

On a quarterly basis the panel will review the tentative reallocation or classification appeals and make a recommendation which shall be submitted to the State Court Administrator.

Decisions by the State Court Administrator will be final. The decision shall not be subject to further review until such time as significant changes in duties and responsibilities can be shown, thereby reactivating the procedure.

## **APPENDIX G**

### **COMPENSATORY TIME CARRYOVER**

Notwithstanding the provisions of Article VIII, Section B (4) of this Agreement, a compensatory time balance of eight (8) hours or more may be carried over to July 31st of the new fiscal year under the following conditions:

1. It must be scheduled and approved no later than the last day of the last pay period of the fiscal year;

2. The District Court Administrator will make every effort to permit usage of this time the last half of June or the month of July;
3. Any compensatory time not scheduled as described in one (1) above will be paid to the employee;
4. Any carryover compensatory time not utilized by July 31st will be paid to the employee.

In lieu of scheduling compensatory time, the employee may elect to receive a cash payout. Such an election to receive this cash payout must be made in writing to the District Court Administrator no later than the last day of the last pay period of the fiscal year for inclusion on the last paycheck charged to the fiscal year.

In scheduling the use of vacation and/or compensatory time to be taken during the months of June and July, priority will be given as follows:

1. Vacation requests submitted on or before June 1st;
2. Carryover compensatory time as described above;
3. Vacation requests submitted between June 1st and July 31st; and
4. Regular compensatory time earned in the new fiscal year.

Any disputes resulting from scheduled vacation and/or compensatory time carried over into the next fiscal year pursuant to the provisions above will be resolved by the local union.



## APPENDIX H

Danny Homan, President  
AFSCME/Iowa Council 61  
4320 NW Second Avenue  
Des Moines, Iowa 50313

Dear Danny:

As you know the Court is a State-funded branch of government housed as non-paying tenants in county-owned facilities. Indeed, the Court must depend on counties not only for facilities but also for security as well (see Iowa Code, Section 602.1303 and 602.11113).

This means the Board of Supervisors in each county as the Court's landlord, is part of any solution to a problem that relates to facilities. While the Court can identify and work with counties on areas of mutual interest and concern, e.g., security, they, not the Court, will have the authority and responsibility for paying for and responding to proposed solutions.

In effect, any real solution to our security concerns, once past the identification of the problem, will involve the counties in arriving at a workable solution.

The security of all Judicial Branch employees, as well as lawyers, litigants, witnesses, visitors, jurors and others working in or visiting county courthouses is an on-going concern of the Judicial Branch. Discussions are on-going

now between our management personnel and county officials on these concerns. Also, courtroom and office security is an appropriate topic for local labor/management meetings.

Again, we recognize this to be an important issue, but also it is an issue in which the solution cannot be remedied by just our two parties. To that end, the Judicial Branch is committed to working with you on this issue and we look forward to a resolution of the concerns.

Very truly yours,  
David K. Boyd  
State Court Administrator  
Judicial Branch Building  
Des Moines, Iowa 50319

## **APPENDIX I CHRISTMAS EVE**

Staffing on Christmas Eve will be reduced to the lowest level possible, consistent with maintaining service to the public. Every employee who desires to take leave on Christmas Eve will be approved until minimum staffing levels are reached. If more employees request leave than can be approved, leave will be granted to the most senior employees who made a request.

## **APPENDIX J (Reserved)**

## **APPENDIX K USE OF COMMUNICATION DEVICES**

Pursuant to understandings reached during negotiations for the 2015-2017 Collective Bargaining Agreement, The Iowa Judicial Branch and AFSCME Iowa Council 61 hereby enter into the following Memorandum of Understanding regarding the use of cell phones and other communication devices by designated Union officials:

- This memorandum of understanding is in effect from the date the Union provides the Judicial Branch with a list of designated Union Officials until June 30, 2017.
- It applies only to designated Union Officials provided to the Employer.

- Union Officials may occasionally use the Employer's phones, fax or E-mail systems to communicate with the Employer and each other on contract administration issues.
- The designated Union Officials must consult with their immediate supervisor to arrange a convenient time and private location to make or take phone calls.
- Personal cellular phones may be used in a private place, away from co-workers and out of public view, preferably during scheduled lunch and rest periods.
- Cellular phones will be on silent, or vibrate ringing when in the public office.
- The Employer will continue to provide the electronic bulletin board. Additional training will be provided if requested.
- The amount of time used by the Union Officials must be reasonable.
- Use of communication devices will not interfere with the quantity or quality of the employee's work.
- Communication is limited to processing of grievances, matters pertaining to investigatory interviews, labor/management meetings, and other matters of contract administration.
- No political campaign literature or material detrimental to the employer will be transmitted.
- Existing work rules and Employer policies not in conflict with this Memorandum will apply.

## **APPENDIX L**

### **PAID LEAVE FOR NEGOTIATIONS**

When contract bargaining sessions between the Union and the Employer are scheduled by mutual agreement to take place during working hours, up to seven (7) employees who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions up to a maximum of 56 hours each.

## **APPENDIX M**

### **ARTICLE IX, SECTION 4 OF THE 2013-2015 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE IOWA JUDICIAL BRANCH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 61 AFL-CIO**

#### **Section 4     Health Benefits**

##### **A.    Group Plans and Contributions**

The Judicial Branch agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Program 3 Plus, Iowa Select, a PPO with a fifty dollar (\$50) emergency room co-payment, without consideration of any other deductible, as well as such managed care organization plans as offered annually

by the Judicial Branch with the benefits at the same level as provided under such plans during 2007. Program 3 Plus and Iowa Select will be modified to include a three (3) tier drug card program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/brand name formulary/brand name non-formulary respectively) copayment. Program 3 Plus and Iowa Select will include a mail order prescription provision where two co-payments will be paid for a ninety (90) day supply for maintenance drugs determined by the carrier. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the copayment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug; even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A fifteen dollar (\$15) standard office visit co-pay will be included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will not count towards out-of-pocket maximums. The Judicial Branch further agrees to contribute to the cost of health benefits in accordance with the following provisions:

1. Single Plans:

In each year of this Agreement, the Judicial Branch shall contribute the full cost of single coverage.

2. Family Plans:

Effective January 1, 2014, the Judicial Branch's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.

Effective January 1, 2015, the Judicial Branch's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the Judicial Branch and its carriers. The Judicial Branch will pay the Judicial Branch's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

Should the monthly premium for any family health plan option be reduced during this Agreement, the Judicial Branch and the employees will contribute the same percentages of total monthly premium paid in the prior year.

The Judicial Branch's contribution for a MCO not previously offered will be the Judicial Branch's contribution to Iowa Select.

3. Double-Spouse:

When a husband and wife are employed by the Judicial Branch, at the option of the couple, one family plan may be elected. The Judicial Branch's contribution to double-spouse family coverage will be the full premium.

When a husband and wife are employed by the Judicial Branch and one (1) spouse is a full-time employee and one (1) spouse is a benefits-eligible part-time employee, at the option of the couple, one (1) family plan may be elected. The Judicial Branch's contribution to the above stated double-spouse family coverage will not exceed the full family premium.

If both spouses are benefits-eligible part-time employees, the Judicial Branch's share of the premium for each employee will be one-half ( $\frac{1}{2}$ ) of the Judicial Branch's share of the full-time double-spouse family premium.

When a husband and wife are employed by the Judicial Branch, and one (1) spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one (1) family plan may be selected. The



family plan selected shall come from those plans administered by DAS-HRE.

## B. Cost Containment

Program 3 Plus and Iowa Select will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. Outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program non-compliance. Additionally, there will be a twenty-five thousand dollar (\$25,000) lifetime maximum per couple for infertility benefits, use of a mental health network is required or benefit reduction will occur, and diabetic education is a covered benefit.

**Pay Plans**  
**Effective 7/1/2015 through 6/30/2017**

**Effective 7-1-2015 through 6-30-2016**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>16</b>	annually	\$28,308.80	\$40,872.00
	biweekly	\$1,088.80	\$1,572.00
	hourly	\$13.61	\$19.65
<b>17</b>	annually	\$29,536.00	\$42,993.60
	biweekly	\$1,136.00	\$1,653.60
	hourly	\$14.20	\$20.67
<b>18</b>	annually	\$30,700.80	\$45,052.80
	biweekly	\$1,180.80	\$1,732.80
	hourly	\$14.76	\$21.66
<b>19</b>	annually	\$32,219.20	\$47,091.20
	biweekly	\$1,239.20	\$1,811.20
	hourly	\$15.49	\$22.64
<b>20</b>	annually	\$33,737.60	\$49,400.00
	biweekly	\$1,297.60	\$1,900.00
	hourly	\$16.22	\$23.75
<b>21</b>	annually	\$35,193.60	\$51,792.00
	biweekly	\$1,353.60	\$1,992.00
	hourly	\$16.92	\$24.90
<b>23</b>	annually	\$38,417.60	\$56,929.60
	biweekly	\$1,477.60	\$2,189.60
	hourly	\$18.47	\$27.37
<b>24</b>	annually	\$40,560.00	\$59,612.80
	biweekly	\$1,560.00	\$2,292.80
	hourly	\$19.50	\$28.66
<b>25</b>	annually	\$41,828.80	\$62,566.40
	biweekly	\$1,608.80	\$2,406.40
	hourly	\$20.11	\$30.08

**Effective 7/1/2016 through 12/30/2016**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>16</b>	annually	\$28,953.60	\$41,787.20
	biweekly	\$1,113.60	\$1,607.20
	hourly	\$13.92	\$20.09
<b>17</b>	annually	\$30,201.60	\$43,971.20
	biweekly	\$1,161.60	\$1,691.20
	hourly	\$14.52	\$21.14
<b>18</b>	annually	\$31,387.20	\$46,072.00
	biweekly	\$1,207.20	\$1,772.00
	hourly	\$15.09	\$22.15
<b>19</b>	annually	\$32,947.20	\$48,152.00
	biweekly	\$1,267.20	\$1,852.00
	hourly	\$15.84	\$23.15
<b>20</b>	annually	\$34,486.40	\$50,502.40
	biweekly	\$1,326.40	\$1,942.40
	hourly	\$16.58	\$24.28
<b>21</b>	annually	\$35,984.00	\$52,956.80
	biweekly	\$1,384.00	\$2,036.80
	hourly	\$17.30	\$25.46
<b>23</b>	annually	\$39,291.20	\$58,219.20
	biweekly	\$1,511.20	\$2,239.20
	hourly	\$18.89	\$27.99
<b>24</b>	annually	\$41,475.20	\$60,944.00
	biweekly	\$1,595.20	\$2,344.00
	hourly	\$19.94	\$29.30
<b>25</b>	annually	\$42,764.80	\$63,980.80
	biweekly	\$1,644.80	\$2,460.80
	hourly	\$20.56	\$30.76

**Effective 1/1/2017 through 6/30/2017**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>16</b>	annually	\$29,307.20	\$42,307.20
	biweekly	\$1,127.20	\$1,627.20
	hourly	\$14.09	\$20.34
<b>17</b>	annually	\$30,576.00	\$44,512.00
	biweekly	\$1,176.00	\$1,712.00
	hourly	\$14.70	\$21.40
<b>18</b>	annually	\$31,782.40	\$46,654.40
	biweekly	\$1,222.40	\$1,794.40
	hourly	\$15.28	\$22.43
<b>19</b>	annually	\$33,363.20	\$48,755.20
	biweekly	\$1,283.20	\$1,875.20
	hourly	\$16.04	\$23.44
<b>20</b>	annually	\$34,923.20	\$51,126.40
	biweekly	\$1,343.20	\$1,966.40
	hourly	\$16.79	\$24.58
<b>21</b>	annually	\$36,441.60	\$53,622.40
	biweekly	\$1,401.60	\$2,062.40
	hourly	\$17.52	\$25.78
<b>23</b>	annually	\$39,790.40	\$58,947.20
	biweekly	\$1,530.40	\$2,267.20
	hourly	\$19.13	\$28.34
<b>24</b>	annually	\$41,995.20	\$61,713.60
	biweekly	\$1,615.20	\$2,373.60
	hourly	\$20.19	\$29.67
<b>25</b>	annually	\$43,305.60	\$64,771.20
	biweekly	\$1,665.60	\$2,491.20
	hourly	\$20.82	\$31.14

**2015-2017**  
**JUDICIAL BRANCH BARGAINING UNIT**  
**COLLECTIVE BARGAINING AGREEMENT**  
**NEGOTIATING COMMITTEES**

**AFSCME/IOWA COUNCIL 61**

DANNY HOMAN  
PRESIDENT &  
CHIEF SPOKESPERSON

AMANDA COLLINS  
3<sup>rd</sup> JUDICIAL DISTRICT

LORI K. JOHANNES  
4<sup>th</sup> JUDICIAL DISTRICT

PAULA MARTINEZ  
5<sup>th</sup> JUDICIAL DISTRICT

TRUDY SATTIZAHN  
5<sup>th</sup> JUDICIAL DISTRICT

LEROY NIDA  
6<sup>th</sup> JUDICIAL DISTRICT

CINDY MILLER  
8<sup>th</sup> JUDICIAL DISTRICT

**IOWA JUDICIAL BRANCH**

BETTY BUITENWERF  
CHIEF NEGOTIATOR  
COUNSEL TO THE STATE COURT ADMINISTRATOR

**IOWA JUDICIAL BRANCH**  
**(cont'd)**

SCOTT HAND  
DISTRICT COURT ADMINISTRATOR  
2<sup>ND</sup> JUDICIAL DISTRICT

LEESA McNEIL  
DISTRICT COURT ADMINISTRATOR  
3<sup>RD</sup> JUDICIAL DISTRICT

SCOTT HOBART  
CHIEF JUVENILE COURT OFFICER  
7<sup>TH</sup> JUDICIAL DISTRICT

KENT WIRTH  
DISTRICT COURT ADMINISTRATOR  
4<sup>TH</sup> JUDICIAL DISTRICT

ELIZABETH BALDWIN  
DISTRICT COURT ADMINISTRATOR  
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CINDY JOHNSON  
DEPUTY CLERK OF COURT, POLK COUNTY  
5<sup>TH</sup> JUDICIAL DISTRICT

CARROLL EDMONDSON  
DISTRICT COURT ADMINISTRATOR  
6<sup>TH</sup> JUDICIAL DISTRICT

KATHY GAYLORD  
DISTRICT COURT ADMINISTRATOR  
7<sup>TH</sup> JUDICIAL DISTRICT

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